

CONTRACT PERIOD THROUGH DECEMBER 31, 2005

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **LANDSCAPE SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 04 2002.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Steve Varscsak, Facilities Management
Sharon Tohtsoni, Materials Management

(Please remove Serial 97074--SC from your contract notebooks)



CONTRACT FOR SERVICES PURSUANT TO RFP LANDSCAPE MAINTENANCE SERVICE

This Contract is entered into this 4th day of December 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Handyman Maintenance Inc., an Arizona corporation ("Contractor") for the purchase of landscaping services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of January, 2003 and ending the 31st day of December, 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided Exhibit B.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B1".

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 REQUIREMENT OF CONTRACT BOND

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond of \$300,000.00 conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

- (B) A Payment Bond of \$300,000.00 solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.3 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Handyman Maintenance Inc.
Attn. Steve Adams
2636 South 19th Ave.
Phoenix, AZ. 85009

4.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for

lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.6 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.7 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

HANDYMAN MAINTENANCE INC, PO BOX 18968, PHOENIX, AZ 85005

02080 EXHIBIT A

SERIAL 02080-RFP

PRICING SHEET **S007802 / B0602721**

BIDDER NAME:	Handyman Maintenance, Inc.
F.I.D./VENDOR #:	86-0601314
BIDDER ADDRESS:	2646 S. 19th Ave, Phoenix, AZ 85009
P.O. ADDRESS:	P.O. Box 18968, Phoenix, AZ 85005
BIDDER PHONE #:	602-307-0040
BIDDER FAX #:	602-307-0041
COMPANY WEB SITE:	N/A
COMPANY CONTACT (REP):	Steve Adams
E-MAIL ADDRESS (REP):	h.m.i.commercial@prodigy.net

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 30 ☒ SA ☐

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: ☐ N/A ☐ %

PRICING SHEET **S007802 / B0602721**

1.0 PRICING:

	PRICES ARE PER SERVICE	YEAR 1	YEAR 2	YEAR 3
	<u>per service</u>	<u>per service</u>	<u>per service</u>	
1.1	Library [3824] 17811 N. 32 St. Phoenix, AZ Full Service	\$289.00	\$296.00	\$302.00
	52 services (Lawn care may be as requested - check with Q/A)			
1.2	Old Courthouse [3401] 125 W. Washington Phoenix, AZ No Lawn Care	\$128.00	\$131.00	\$134.00
	52 services			
1.3	COURT COMPLEX West Court Building [3301] 111 S. 3 Ave. Phoenix, AZ Central Court Building [3305] 201 W. Jefferson Phoenix, AZ East Court Building [3303] 101 W. Jefferson			

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	Phoenix, AZ Supervisor's Auditorium [3304] 205 W. Jefferson Phoenix, AZ MCSO-Administration & Jail [3302] 120 S. 1st Ave. Phoenix, AZ Food Service Cafeteria [3307] 101 W. Jefferson Phoenix, AZ (hand water Food Service) All-No Lawn Care	<u>\$409.00</u>	<u>\$417.00</u>	<u>\$425.00</u>
	All- 52 services			
1.4	Facilities Management [3311] 301 W. Jefferson Phoenix, AZ No Lawn Care	<u>\$62.00</u>	<u>\$64.00</u>	<u>\$66.00</u>
	52 services			
1.5	Medical Examiner [4013] 120 S. 6th Ave. Phoenix, AZ No Lawn Care	<u>\$46.00</u>	<u>\$47.00</u>	<u>\$49.00</u>
	52 services			
1.6	Materials Management/MCSO [6202] 320 W. Lincoln Phoenix, AZ No Lawn Care	<u>\$84.00</u>	<u>\$86.00</u>	<u>\$89.00</u>
	12 services			
1.7	Madison Street Garage [3308] 101 W. Jefferson Phoenix, AZ No Lawn Care	<u>\$54.00</u>	<u>\$56.00</u>	<u>\$58.00</u>
	52 services			
1.8	Madison Street Jail [3309] 225 W. Madison St. Phoenix, AZ No Lawn Care	<u>\$48.00</u>	<u>\$50.00</u>	<u>\$52.00</u>
	52 services			
1.9	5th Avenue Parking Lot [4028] Between Jefferson/Madison Phoenix, AZ Weed Control Only No Irrigation Responsibly	<u>\$35.00</u>	<u>\$37.00</u>	<u>\$39.00</u>
	As Requested Only			
1.10	Administration Building [3310] 301 W. Jefferson Phoenix, AZ Full Service	<u>\$119.00</u>	<u>\$121.00</u>	<u>\$125.00</u>
	52 services			

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1.11	Juvenile Court - Mesa [2856] 1810 S. Lewis St. Mesa, AZ Full Service No Lawn Care	<u>\$129.00</u>	<u>\$132.00</u>	<u>\$136.00</u>
1.12	MCSO - Southeast Substation [2853] 1840 S. Lewis St. Mesa, AZ No Lawn Care 26 services	<u>\$119.00</u>	<u>\$121.00</u>	<u>\$125.00</u>
1.13	Equipment Services - Mesa [2852] 155 E. Coury Mesa, AZ No Lawn Care 26 services	<u>\$30.00</u>	<u>\$31.00</u>	<u>\$33.00</u>
1.14	Southeast Regional [2855] 222 E. Javelina Mesa, AZ No Lawn Care 52 services	<u>\$330.00</u>	<u>\$337.00</u>	<u>\$347.00</u>
1.15	Justice Court - West Mesa [2801] 2050 W. University Mesa, AZ Full Service Temporally no services	<u>\$72.00</u>	<u>\$75.00</u>	<u>\$78.00</u>
1.16	Animal Control Center - Tempe Mesa [5105] 2630 E. 8th Ave. Tempe Mesa, AZ No Lawn Care 52 services	<u>\$59.00</u>	<u>\$62.00</u>	<u>\$66.00</u>
1.17	Public Health Complex [3807/3708/3828] 1825/45 E. Roosevelt Phoenix, AZ No Lawn Care Hand Water Site + Planters 52 services	<u>\$89.00</u>	<u>\$92.00</u>	<u>\$94.00</u>
1.18	Justice Court - Northwest [4126] 11601 N. 19th Ave. Phoenix, AZ No Lawn Care 52 services	<u>\$65.00</u>	<u>\$67.00</u>	<u>\$70.00</u>
1.19	DURANGO WEST MCSO - General Investigations Annex [1913] 3435 W. Durango Phoenix, AZ Adult Probation - Annex [1914] 3375 W. Durango Phoenix, AZ Adult Probation [1915] 3355 W. Durango			

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	Phoenix, AZ Records Center (vacant) [1916] 3345 W. Durango Phoenix, AZ All-No Lawn Care	<u>\$122.00</u>	<u>\$126.00</u>	<u>\$130.00</u>
	All- 52 services			
1.20	MCSO - Training [1917] 3342 W. Durango Phoenix, AZ Durango Cafeteria [1918] 3341 W. Durango Phoenix, AZ Solid Waste Management [1919] 3335 W. Durango Phoenix, AZ Human Services/Public Defender [1920] 3335 W. Durango Phoenix, AZ All-No Lawn Care	<u>\$98.00</u>	<u>\$102.00</u>	<u>\$106.00</u>
	All- 52 services			
1.21	Juvenile - Durango [1701] 3125 W. Durango Phoenix, AZ Full Service	<u>\$683.00</u>	<u>\$696.00</u>	<u>\$716.00</u>
	52 services			
1.22	MCDOT Administration [1401] 2901 W. Durango Phoenix, AZ No Lawn Care	<u>\$223.00</u>	<u>\$226.00</u>	<u>\$229.00</u>
	52 services			
1.23	MCDOT - Traffic Operations [1405] 2919 W. Durango Phoenix, AZ No Lawn Care	<u>\$139.00</u>	<u>\$144.00</u>	<u>\$148.00</u>
	52 services			
1.24	MCDOT - Operations [1405] 2919 W. Durango Phoenix, AZ No Lawn Care	<u>\$86.00</u>	<u>\$90.00</u>	<u>\$93.00</u>
	52 services			
1.25	MCDOT - Warehouse [1408] 2222 S. 27 Ave. Phoenix, AZ No Lawn Care	<u>\$64.00</u>	<u>\$66.00</u>	<u>\$68.00</u>
	52 services			
1.26	Telecommunications [1511] 3324 W. Gibson Ln. Phoenix, AZ No Lawn Care	<u>\$29.00</u>	<u>\$31.00</u>	<u>\$33.00</u>
	26 services			

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1.27	Animal Control Center [1801] 2323 S. 35 Ave. Phoenix, AZ No Lawn Care 26 services	<u>\$39.00</u>	<u>\$43.00</u>	<u>\$46.00</u>
1.27A	MCSO - Canine Training [1901] 3465 W. Durango Phoenix, AZ Full Service 52 services	<u>\$78.00</u>	<u>\$80.00</u>	<u>\$83.00</u>
1.28	Twin Buttes Cemetery [5103] 2000 S. Priest Dr. Tempe, AZ Weed Control Only No Irrigation Responsibly As Requested Only	<u>\$198.00</u>	<u>\$219.00</u>	<u>\$239.00</u>
1.29	MCSO - Surprise Substation [2021] 13123 W. Bell Rd. Surprise, AZ No Lawn Care 26 services	<u>\$128.00</u>	<u>\$130.00</u>	<u>\$136.00</u>
1.30	MCSO - Estrella Jail [1403] 2939 W. Durango Phoenix, AZ (See 2.13.5) Hand Water Planters @ Front 52 services	<u>\$197.00</u>	<u>\$202.00</u>	<u>\$208.00</u>
1.31	MCSO - Durango Jail [1601] 3225 W. Durango Phoenix, AZ (See 2.13.5) 52 services	<u>\$197.00</u>	<u>\$202.00</u>	<u>\$208.00</u>
1.32	MCSO - Towers Jail [1611] 3127 W. Durango Phoenix, AZ (See 2.13.5) 52 services	<u>\$146.00</u>	<u>\$154.00</u>	<u>\$158.00</u>
1.33	MCSO - Avondale Substation [0309] 900 E. Van Buren St. Avondale, AZ Full Service Hand Water 52 services	<u>\$72.00</u>	<u>\$74.00</u>	<u>\$76.00</u>
1.34	7th Avenue WIC [4040] 1260 S. 7 Ave. Phoenix, AZ No Lawn Care As Requested Only	<u>\$72.00</u>	<u>\$74.00</u>	<u>\$76.00</u>

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1.35	Justice Court - Scottsdale [4606] 8230 E. Butherus Scottsdale, AZ No Lawn Care 52 services	<u>\$156.00</u>	<u>\$159.00</u>	<u>\$161.00</u>
1.36	Adult Probation - Southport [3933] 3535 S. 7 St. Phoenix, AZ No Lawn Care 26 services	<u>\$121.00</u>	<u>\$124.00</u>	<u>\$128.00</u>
1.37	Pet Adoption Center [4148] 5231 N. 35 Ave. Phoenix, AZ Full Service 52 services	<u>\$126.00</u>	<u>\$130.00</u>	<u>\$134.00</u>
1.38	Jackson St. Customer Service Center [3315] 601 W. Jackson St. Phoenix, AZ No Lawn Care 52 services	<u>\$129.00</u>	<u>\$135.00</u>	<u>\$139.00</u>
1.39	Security Building [4157] 234 N. Central Ave. Phoenix, AZ Full Service 9th Floor Roof Area Hand Water Planters On Street Level 52 services	<u>\$57.00</u>	<u>\$59.00</u>	<u>\$61.00</u>
1.40	MCDOT - NW Facility [2025] 12975 W. Bell Rd. Surprise, AZ No Lawn Service 52 services	<u>\$179.00</u>	<u>\$183.00</u>	<u>\$187.00</u>
1.41	Juvenile - Parking Structure [2860] 1840 S. Lewis Mesa, AZ No Lawn Service 52 services	<u>\$124.00</u>	<u>\$128.00</u>	<u>\$132.00</u>
1.42	MCSO - Gila Bend Substation [2201] 309 E. Pima Gila Bend, AZ No Lawn Service 26 services	<u>\$189.00</u>	<u>\$194.00</u>	<u>\$198.00</u>
1.43	Assessor - Scottsdale Office [4602] 15023 N. 75 Scottsdale, AZ No Lawn Service 52 services	<u>\$64.00</u>	<u>\$66.00</u>	<u>\$68.00</u>

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1.44	White Tank Cemetery [2603] 15926 W. Camelback Rd. Weed Control Only No Irrigation Responsibility As Requested Only	<u>\$300.00</u>	<u>\$312.00</u>	<u>\$324.00</u>	
1.52	Forensic Science Center/Garage [3317/20] 719 W. Jefferson St. Phoenix, AZ No Lawn Care 52 services	<u>\$95.00</u>	<u>\$97.00</u>	<u>\$99.00</u>	
1.53	Durango Parking Garage [1513] 3325 W. Gibson Ln. Phoenix, AZ No Lawn Care 52 services	<u>\$78.00</u>	<u>\$80.00</u>	<u>\$83.00</u>	
1.45	Special Assignment Area (See 2.16) performed daily, business hrs. only:	<u>\$66.00</u>	<u>\$68.00</u>	<u>\$70.00</u>	/per day
1.46	Labor, irrigation repairs, 2" or larger: During business hours	<u>\$35.00</u>	<u>\$35.00</u>	<u>\$35.00</u>	/per hour
1.47	Labor, irrigation repairs, 2" or larger: After hours, weekends, holidays	<u>\$52.00</u>	<u>\$52.00</u>	<u>\$52.00</u>	/per hour
1.48	Arborist/Horticulturist: subcontracted subcontracted subcontracted (If contractor does not have this specialty on staff, this service may be subcontracted) (If subcontracted, do not post a bid price. Insert word "subcontracted")				/per hour
1.49	Parts/supplies/materials/ not covered under the routine services, Cost plus:	<u>15</u>	%		
1.50	General labor: (Per Hour)	<u>\$17.00</u>	<u>\$17.00</u>	<u>\$17.00</u>	

EXHIBIT B 02080-RFP

1.0 **INTENT:**

The intent of this contract is to perform landscaping services as outlined in the technical specifications at various County sites.

This is a performance contract. The contractor(s) shall be compensated or penalized a percentage over the proposed price based on performance.

2.0 **SCOPE OF WORK:**

TECHNICAL SPECIFICATIONS:

- 2.1 The contractor(s) to furnish all supervision, labor, material, equipment, tools, chemicals, transportation, and all effort necessary required in maintaining the landscape in an attractive and healthy condition throughout the year as specified herein. Services are to be provided Monday through Friday, during business hours 6:00 AM – 6:00 PM, excluding County holidays. Service shall be every week totaling 52 services, unless otherwise noted. Exhibit B1 (**hard copy in file**) contains site maps, with shaded areas representing the *areas of responsibility* for the landscape contractor(s). Some sites may not require full landscape services (i.e., no lawn care; weed control only, etc.), and so noted in Attachment A, PRICING.
- 2.2 The Contractor (s) must maintain insect and disease control with a legally approved chemical, and applied by certified landscape applicators (as approved by the State of Arizona, Structural Pest Control Board).
- 2.3 For all landscape services, “maintain” shall mean to fertilize, trim, prune, thin, apply insect and disease control, water as needed, keep green, keep healthy growth to a natural appearance, cultivate as needed, to care for, support, all on a scheduled basis.
- 2.4 Arborist/Horticulturist:
The services of an arborist or a horticulturist may be a requirement during the term of this service contract. If the contractor does not have an arborist or horticulturist on staff, subcontracting of such is allowable. A line item price in Attachment A, PRICING for such services. A 5% mark-up when utilizing such subs is allowed.
- 2.5 Tree And Shrub Care:
 - 2.5.1 Contractor(s) to maintain all trees and shrubs in a manner that keeps them healthy, flourishing, and wholesome.
 - 2.5.2 Trees and shrubs in a state of decline shall be brought to the attention of the County immediately, in writing. Failure of Contractor to document such decline to the County, with subsequent death of tree(s)/shrub(s) shall hold Contractor responsible for the replacement of trees/shrubs to a size and condition and variety acceptable to the County at the Contractors expense.
- 2.6 Ground Cover:
 - 2.6.1 Maintain ground cover in a manner that keeps them healthy, flourishing, and wholesome.
 - 2.6.2 Weeds shall be controlled with pre-emergent herbicides as necessary.
 - 2.6.3 Water enough that moisture penetrates throughout the root zone, and only as frequently as necessary to maintain healthy growth.

- 2.6.4 Edge ground cover to keep in-bounds and off walkways and sidewalks, and trim top growth as necessary to achieve overall even appearance.
 - 2.6.5 Pickup all leaves and trash along curbing that separates landscape area with street, parking lot, or driveway when visibly needed.
 - 2.6.6 Ground cover in a state of decline shall be brought to the attention of the County immediately, in writing. Failure of Contractor to document such decline to the County, with subsequent death of ground cover will hold Contractor responsible for the replacement of ground cover to a size and condition and variety acceptable to the County.
- 2.7 Lawns:
- 2.7.1 Sites that have no lawn care are identified in Attachment A, PRICING.
 - 2.7.2 Maintain lawns in a manner that keeps them healthy, flourishing, and wholesome.
 - 2.7.3 Renovate if needed -or- if over seeding for winter Rye grass. Winter over seeding of lawns to be included at all sites with lawns, unless otherwise specified by the County.
 - 2.7.4 Ryegrass shall be mowed to a minimum height of two inches in warm weather and one and one-half inches (1½") during the rainy season.
 - 2.7.5 Other grasses such as Bermuda grass shall be mowed to a height of one and one-half inches (1½").
 - 2.7.6 Mowing shall be done at least every seven days during spring and fall seasons and as needed for other seasons. Maintain height to 1 ½".
 - 2.7.7 Edging of lawn at sidewalks, walkways, paving blocks, or landscape separators (concrete curbing, brick, bender board, etc. that separates lawn from other landscape growth or granite) shall be performed as needed for neat appearance.
 - 2.7.8 Grass clippings from mowing shall be caught and removed. Clippings are not to be left lying in swaths that might damage the lawn.
 - 2.7.9 Contractor shall hand clip or power weed around sprinkler heads to allow for proper watering.
 - 2.7.10 Lawns shall be kept full. Where sparse, Contractor shall maintain by seeding, fertilization, and watering. The exception to this is where grass is unable to grow such as shaded areas. The County shall reserve the right to determine this condition.
- 2.8 Weed Control:
- 2.8.1 Some sites shall require weed control only, as requested, and are identified in Attachment A, PRICING.
 - 2.8.2 Maintain weed control in a manner that minimizes weed growth and spreading.
 - 2.8.3 The Contractor shall be responsible for weed control at all sites assigned to them. This will include the chemical treatment of weeds located in and around the site, and in some cases actual physical removal of weeds.
 - 2.8.4 Weeds shall be defined as: a plant that is not valued where it is growing and is usually of aggressive growth; one that tends to overgrow or choke out more desirable plants. (Examples are, but not limited to: grass that is overgrowing in and around a small shrub is considered a weed. Nut grass, foxtail, or dandelions growing in granite areas or grass areas are considered weeds).

2.9 Irrigation/Sprinkler Systems:

- 2.9.1 Maintain irrigation/sprinkler systems in a manner wherein contractor's staff checks for and eliminates system leaks, ensures total functionality, and provides necessary water without excess to all downstream vegetation from the main source.
- 2.9.2 Contractor is required to manually cycle all sprinkler systems using the clock at each site on scheduled visits (if site has an irrigation/sprinkler system). This shall ensure the system is operational, and leaks have been taken care of. This shall also require a perimeter walk of the site, checking sprinkler heads, emitters, and bubblers. All heads are to be adjusted for unimpeded coverage. Contractor shall be given keyed access to control boxes.
- 2.9.3 One and one-half inch (1½") or smaller irrigation lines and all components of the same size or smaller attached to and part of the system shall be repaired and maintained by the Contractor at no additional cost to the County. Two inch (2") and larger lines and all components of the same size or larger shall be billable to the County as time and materials.

NOTE: During the performance of the work covered by this agreement the contractor may encounter or discover irrigation lines (those 1½" or smaller) that are situated below permanent installation such as concrete slabs, asphalt, buildings or other permanent installations. These lines are not the responsibility of the contractor under the terms of the base agreement. If such lines are discovered, the contractor is to immediately notify FMD. FMD will take appropriate action which may include requesting a cost proposal for addressing the item. The contractor is to take no action until any aspect of service or additional cost is formally approved by FMD.

- 2.9.4 For repairs to irrigation lines over (two) 2", Contractor shall notify FMD (or User Agency if monitoring this contract) with an estimate for repairs.
- 2.9.5 Unless so noted in Attachment A, PRICING, (*no irrigation responsibility*), each site that has an irrigation system shall be the responsibility of the Contractor as specified in this section.

2.10 Irrigation Backflow Units:

Repairs, adjustments, or replacement of irrigation backflow preventors shall be performed by Contractor's staff. This service as time and materials. Staff must be certified to perform such work. If Contractor has no staff for such work, this may be subcontracted. Any subcontracted work shall be separately billed back to the County with a 5% mark-up.

2.11 Work Not Included:

- 2.11.1 Repairs or replacement of losses/damages beyond Contractor's control, except with Owners approval and agreement to purchase.
- 2.11.2 Maintenance of open parking areas, driveways, walks, etc. Exceptions: cleanup of landscape debris.
- 2.11.3 New planting or other special services, except with Owners approval and agreement to pay.

2.12 Mandatory Weekly Routine Work, Performance Standards (Scored)(Exhibit 4):

- 2.12.1 Maintain grass to approximately 1½ inches height.
- 2.12.2 Edge trim around planters, sprinkler heads, trees, and along sidewalks.

- 2.12.3 Vacuum or sweep sidewalks of building site (do not blow/sweep into parking areas or streets).
- 2.12.4 Hand water as required. This includes, but not limited to, manual hand watering if an irrigation system should be down for repairs and/or renovation, or if there is not any in-ground system.
- 2.12.5 Manually cycle sprinkler system controller through all phases – repair as necessary while on-site for 1½” or smaller. Larger lines require pre-approval. Backflow units to be checked for leakage.
- 2.12.6 Remove all clippings and debris from County property. All clippings to be hauled away by Contractor and not deposited into County trash containers.
- 2.12.7 Pickup debris/trash of areas around buildings, entryways, outside benches and furniture (if applicable). Empty trash containers located in parking lots and external to the building. Replace liners.
- 2.12.8 Rake granite to an even pattern.
- 2.12.9 Trim all ground cover and shrubs.
- 2.12.10 Trim all tree branches and trunks from the ground level to a maximum eight (8) feet. Exceptions to this are young trees that are less than ten (10) feet tall. Also, trees overhanging walkways, which should be trimmed from ground level to a minimum of eight (8) feet in height.
- 2.12.11 Spray and/or remove weeds as needed.
- 2.12.12 Pickup cigarette butts located in and around planters and landscape areas located at entrances to buildings.
- 2.13 Seasonal Routine Work:
 - 2.13.1 Application of legally approved weed control and weed killer; fertilizer and summer grass seed; preparation for seeding for winter grass.
 - 2.13.2 Treat granite areas with pre-emergent chemical in early spring to control weed growth.
 - 2.13.3 Maintain reasonable control for insect and disease with legally approved chemicals.
 - 2.13.4 Renovate lawns for winter application of Rye grass.
 - 2.13.5 Limited services for MCSO jail compounds: Weekly: weed control, litter pickup, blowing of curb lines, routine trimming, mowing of grass (during growing season, each week; once per month during December through March). No over seeding will be provided. Irrigation repairs as needed.
- 2.14 Non-Routine Work:
 - 2.14.1 All non-routine work (billable as a project or T&M) will be done at the direction of the Facilities Management Department (or User Agency if monitoring contract).
 - 2.14.2 Contractor shall be called upon to estimate and perform various types of non-routine work such as, but not limited to: removing fallen/dead trees; major/minor repairs to sprinkler systems 2” and over; or spreading granite or fill dirt.

2.14.3 Billable non-routine project work: All billable work under \$500 shall only require verbal authorization to proceed. All work over \$500 shall require a Letter of Authorization (L.O.A.) from an FMD representative instructing the Contractor to proceed.

2.15 Parking Lots:

There are a few parking lot sites, and they shall not require regular scheduled landscaping services. The sites do, however, require seasonal removal of grasses or weeds that have infested cracks, fence lines, sidewalk cracks, parkways (area between sidewalk and curb), etc. When requested, the Contractor shall treat weeds/grass (remove if requested) from the site and bill the County per as priced in Attachment A, PRICING.

2.16 Special Assignment Duties – Downtown Complex:

The Contractor assigned to the downtown complex shall be responsible for litter/trash pickup on city sidewalks and the landscape area up to the building, on a DAILY basis. This area borders:

West side of 1st Avenue

South side of Jefferson St.

East side of 5th Avenue

North side of Madison St.

Old Courthouse (County side only) – bordering 1st Ave. on the west, Washington St. on the north, Jefferson St. on the south, and not to include the west wing area (City side).

A line item price for this service is in Attachment A, PRICING.

2.17 Contractor Requirements:

2.17.1 The Contractor shall be responsible to procure all required licenses and permits as governed by the State of Arizona. Contractor must have a State of Arizona Commercial Landscape License A-21. A copy of such must accompany RFP package.

2.17.2 A State of Arizona Structural Pest Control Commission License is also required for application of chemicals, Class E - Weed Control, and Class F - Turf and Ornamental Pest Control. Contractor's license for chemical applications must be registered to the Contractor, and sub-contracting to another is not allowed

2.17.3 State of Arizona, Structural Pest Control CERTIFICATION, of Contractor's employees who will be assigned the task of landscape chemical applications are a requirement. This must be updated every six (6) months. Copy of all be kept current at all times.

2.17.4 Emergency requests, either during or after business hours, shall be responded on-site within four (4) hours of Contractor receiving said requests. This may include but not limited to: Sprinkler line breakage or related water problems; felled trees; or safety related landscape matters.

2.17.5 The Contractor shall be responsible for any damage incurred to the facility, underground sprinkler systems, trees, bushes, shrubs and/or any other permanent or nonpermanent type fixture, resulting from his negligent use of the premises to fulfill the contract terms and conditions.

2.17.6 All costs for repeat work, or repairs due to failures of specific repairs, will be the responsibility of the Contractor.

2.17.7 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipality ordinances and regulations. Fertilizers and chemicals shall be transported in containers that will ensure proper protection to the job site.

2.17.8 All equipment used by Contractor to perform the specifications herein shall be in good working condition and shall also conform to required safety standards.

- 2.17.9 Per MAG 1997 PM-10 Plan and MAG 1998 Carbon Monoxide Plan, Measure 97 NR-7, which is aimed at reducing activities where feasible and appropriate by State agencies and local governments in the Non-attainment Area that may contribute to seasonal air quality problems. This would involve a shift in the timing of activities or postponement altogether, until after critical air pollution periods.
- (a) During the months of May through August, the County shall require Contractor(s) to use 4-cycle gasoline powered lawnmower equipment --or-- to defer the use of 2-cycle lawnmowers until after 4:00 PM.
 - (b) During the winter carbon monoxide season, November through February, defer 2-cycle gasoline lawnmower equipment until after 2:00 PM.
 - (c) Contractors are encouraged to convert current gasoline powered landscape equipment to cleaner, efficient, less polluting equipment that utilizes non-carburetor fuel intake.
 - (d) Should smaller 4-cycle clean burning engines become available on hand held lawn equipment (weed eaters, vacuums/blowers, edgers, etc.), Contractor(s) shall be required to utilize such equipment in place of the current 2-cycle units.
- 2.17.10 All work shall be performed during the daylight business hours, Monday through Friday, except emergencies or special work orders. ALL WORK MUST BE DONE AT A TIME AND IN A MANNER THAT WILL NOT INTERFERE WITH THE NORMAL ACTIVITIES OF THE FACILITY.
- 2.17.11 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris not to be placed into County trash containers.
- 2.17.12 The Contractor shall carry on the operation in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any landscape operations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the Contractor.
- 2.18 English Speaking Requirement:
- 2.18.1 The Contractor's job supervisor and additional personnel as deemed necessary by the Maricopa County Facilities Management Department representative, must be literate and fluent in the English language. There is to be at least one (1) person or more, and as directed by the Facilities & Equipment Management Department, on each shift on site, who can speak, read and write English. This is not meant to require that all Contractor personnel speak, read, and write English. Most tasks may require only the job supervisor, crew leader, or a crewmember to speak, read, and write English. This requirement is necessary due to the following reasons, which include but are not limited to:
- 2.18.2 Warnings of emergencies and hazards.
- 2.18.3 Preparation of reports as specified.
- 2.18.4 Communication with Maricopa County Personnel and Tenants.
- 2.18.5 Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives and Facilities Management Department personnel, and between the Contractor representatives and the public.

2.18.6 The Contractor shall be required to provide training consultation and expertise to the County to ensure the efficiency of the quality assurance program.

2.19 Employees Of The Contractor:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee from County buildings. At the County's option, we may require security screening of all employees performing work at the County sites. The Contractor must, however, furnish the County a current employee register on the issuance of this contract and updated every SIX (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address. **ALL CONTRACTOR EMPLOYEES SHALL WEAR COUNTY PICTURE IDENTIFICATION BADGES ON UNIFORMS AT ALL TIMES. ALL EMPLOYEES MUST WEAR A COMPANY UNIFORM (SHIRT, VEST AND/OR HAT), IDENTIFIED WITH THE COMPANY NAME AT ALL TIMES.**

2.19.1 Safety Apparel Used By Contractor's Staff:

The Contractor's staff shall be required to wear safety apparel (i.e., eye, ear, face protection, etc) when using landscape equipment such as, but not limited to lawnmowers, blowers, weed wackers, etc. Monitoring of the will be performed by FMD Quality Assurance staff.

2.20 Removal Of Contractor's Employees:

2.20.1 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.20.2 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications, and supervisors who will be responsible for the performance of their personnel.

2.20.3 The Contractor shall provide training to their personnel for ornamental landscaping. The County shall, at its option, monitor the Contractor's employee performance on a random and unannounced basis, to verify the proficiency of the vendors' staff by:

- (a) Observation
- (b) Audit of performance
- (c) Asking questions

2.21 Equipment and Supplies:

All equipment and supplies furnished by the Contractor are subject to prior approval by the County. The Contractor shall provide sufficient equipment, supplies, and personnel to complete the work within the designated time frames.

2.22 Work Schedule:

2.22.1 The Contractor shall provide a proposed work schedule to accomplish the services pursuant to this contract. This schedule shall be set on an annual calendar identifying the task and the frequency of work.

2.22.2 This schedule shall be subject to Facilities Management Department approval, or User Agency (if site monitored by User Agency). Thereafter, changes in this schedule must be

submitted in writing to FMD Contract Administrator (Or user agency) for approval prior to implementation.

2.22.3 The Contractor shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor. All scheduled work not completed during the week schedule shall cause the Contractor to be deducted monies on a pro-rated amount of the weekly services.

2.22.4 Due to the nature of unforeseen wind/rain/dust storms in the Valley, which cause much debris to be strewn about a site, the Contractor may be notified by the County to immediately perform additional services to clean-up such debris including the removal of fallen trees. The request for this immediate service shall be billed to the County, and will require a Letter of Authorization. Exceptions to this are if the County simply waits for the Contractor's scheduled service day to perform this task. It is then the Contractor's responsibility to clean the site as per the specifications. Exceptions to this are fallen trees that would require chain saws and a debris trailer, wherein tree removal shall be considered an additional service.

2.23 Weekly Inspections:

2.23.1 Each site shall be inspected by a Facilities Management Department representative, or User Agency representative (if site monitored by User Agency) a minimum of once per week. The Representative shall inspect the site to ensure contract requirements are being adhered to. An inspection report shall be filled out by FMD, indicating the site has been inspected, and has been evaluated. This contract administration process will be an integral part of this contract, as an audit and feedback system and will be in addition to any other policies and procedures contained herein. The vendors should know in the RFP process that the successful Proposer would be closely monitored for contract compliance.

2.23.2 No additional costs are anticipated to be incurred by the successful Proposer by the presence of the contract administration process as long as contract compliance is maintained. In the event the service performed is TOTALLY unsatisfactory, or is NOT in accordance with the specifications, the facility to be re-serviced.

2.23.3 The County reserves the right to complete the work to its satisfaction and deduct the cost from monies due the Contractor if the work is not corrected within the allotted time frame.

2.24 Method of Payment

Invoices shall be submitted by the Contractor to the County Agency responsible for payment. The invoice must be submitted no earlier than AFTER the forth service week of the month. All invoices shall contain:

Contractor's name and address;
Contract serial number;
Purchase order number (or P-Card indication);
Month that services are being billed;
Total dollar charges.

Also, billing MUST be separated by a price sheet, which coincides with the contract site location (section numbers), contract site costs per service; and facility total (i.e. \$1.4 Facilities Management; \$XX.XX per service, 4X, Total \$XX.XX).

Non-Routine work shall be billed separately as follows--

T&M Billing:

All T&M billing must be itemized for labor and materials. Taxes are to be imposed on materials only.

All work under \$500 will not require a letter of authorization to initiate work or accompany invoice. If work requires the services of a subcontractor, subcontractor's invoice must accompany contractor's invoice. A 5% mark-up for subcontracting work is allowed.

Project Billing:

Project billing shall be all inclusive, no itemization of labor, materials, or subs, is required. Letter of authorization must accompany invoice.

2.25 Daily Inspections (Scored):

As part of the contract administration process, the Facilities Management Department or the self-monitoring County agency, will inspect each site weekly to ensure Contractor is maintaining landscape in a manner that keeps landscape looking clean, manicured, healthy, flourishing, and wholesome, and the Contractor is in compliance with the specifications. An inspection form will be used to evaluate the contractor's performance on a week-by-week basis (See Exhibit 4). The following percentages will be used, via the inspection form, to ascertain if the Contractor has met the requirements of obtaining an acceptably manicured landscape site. At the end of each month, the weekly scores will be averaged:

If the contractor performs work and the overall score of ALL SITES AVERAGED equals ninety-eight percent (98%) or above, an incentive of 1.25% of the monthly total billed shall be paid to the contractor.

91% - 100%	MEETS STANDARDS, ACCEPTABLE PERFORMANCE MET FOR EACH SITE
81% - 90%	BELOW STANDARDS PERFORMANCE: 5% DEDUCTION FOR EACH SITE IN THIS PERCENTAGE RANGE
70% - 80%	BELOW STANDARDS PERFORMANCE: 10% DEDUCTION FOR EACH SITE IN THIS PERCENTAGE RANGE
BELOW 70%	POOR STANDARDS PERFORMANCE: 15% DEDUCTION FOR EACH SITE IN THIS PERCENTAGE RANGE. <u>ACTION PLAN REQUIRED, REVIEW OF CONTRACT PERFORMANCE</u>

Should the Contractor fail to provide any service for the site, the total fixed rate per service shall be deducted.

2.26 Semi-annual Inspections (Not Scored)

2.26.1 The Contractor, accompanied by one of the following:

- (a) An FMD Q/A Inspector
or
- (b) If monitored by the using department, an authorized representative of the self-monitoring department shall perform a quality compliance semi-annual inspection during the normal daytime work shift. The inspection shall denote any performance discrepancies found. FMD and the self-monitoring department shall submit a summary of the findings to the Contractor and to the contract file. This schedule frequency may be adjusted as required.
- (c) The walk-through is comprised of inspecting the building landscape site to ensure all contract requirements are being met, noting the condition of the landscape sites. This inspection differs from that of the weekly inspections performed by the County in that the Contractor's management staff and the County authorized representative inspect the all sites visually acknowledging if the site is in compliance, and there are no performance deductions. Upon completion of the walk-through, a written report by the County authorized representative is to be generated as to what was uncovered and placed into the contract file, original mailed to the Contractor. The report must post the contract serial number, the date of the walk-through, attendees, and findings. If discrepancies were exposed, the Contractor must provide all effort necessary to make corrections within 24-hours after receipt of report.

2.27 Specified Discrepancies:

For failure by the Contractor to provide specified contract specifications, the County may deduct the from the Contractor's invoice:

No English speaking staff on-site: \$20.00/per incident

No Picture I.D. and/or uniform as required: \$20.00/per incident

NOTE: Contractor shall not be subjected to specified discrepancy deductions that exceed their per service rate.

2.28 Tax:

No tax shall be levied against labor. Proposal pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.29 Delivery:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.30 Irrigation Parts/Components – County's Option To Source:

The County reserves the right to source irrigation parts/components if it is determined that such procurement is in the best interest of the County. Installation of County-purchased part/component may be installed by County staff, or by the Contractor, this to be determined by the County. If installed by the Contractor, labor for such shall be billable to the County. All parts/components procured by the County shall not be warranted by the Contractor. However, the *installation* shall be warranted.

HANDYMAN MAINTENANCE INC, PO BOX 18968, PHOENIX, AZ 85005

Terms:	NET 30
Federal Tax ID Number:	86-0601314
Vendor Number:	860601314 A
Telephone Number:	602/307-0040
Fax Number:	602/307-0041
Contact Person:	Steve Adams
E-mail Address:	h.m.i.commercial@prodigy.net
Certificates of Insurance	Required
Performance Bond Required	\$300,000.00
Contract Period:	To cover the period ending December 31, 2005.